

**PROFESSIONAL SERVICE AGREEMENT
BY AND BETWEEN**

**THE SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT
AND
STETSON ENGINEERS, INC.**

**FOR PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT ON BEHALF OF THE PLUMAS WATERSHED FORUM
GRANT AGREEMENT PWFC 24-002
SYNERGISTIC SIERRA VALLEY GROUNDWATER RECHARGE
AND IRRIGATION EFFICIENCY PROJECT**

THIS AGREEMENT for services associated with sustainable groundwater services is entered into this 15th day of April, 2024, by and between the Sierra Valley Groundwater Management District (District) and **Stetson Engineers, Inc.** (Contractor).

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services as follows:

Professional services, including implementation of the Synergistic Sierra Valley Groundwater Recharge and Irrigation Efficiency Project (Project).

The services to be provided are further described in Exhibit A (Scope of Services) attached hereto and hereby incorporated herein subject to the Plumas County Flood Control and Water Conservation District Grant Agreement PWFC 24-002 on behalf of the Plumas Watershed Forum (Attachment 1).

1.1 Term of Services. The term of this Agreement shall begin on **January 9, 2024, and terminate on December 31, 2026.** The schedule for services is further described in Exhibit C (Schedule) attached hereto and hereby incorporated herein.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor will be assigned to provide the scope of services with the exception that the assigned individual may assign additional personnel for assistance.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder. Time is of the essence with respect to this Agreement and the services to be provided hereunder.

SECTION 2. COMPENSATION.

Contractor shall invoice District no more frequently than monthly. District shall compensate Contractor in a manner set forth in Exhibit B (Budget and Bill Rate Schedules) attached hereto. Invoices shall be submitted with sufficient backup documentation including a progress report identifying specific tasks completed and the related expenditures. When billing reaches the maximum Agreement amount as specified in Section 2.10, Contractor shall cease all work until such work is approved by the Board of Directors for District.

2.1 Invoices. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a progress report with a brief description of the work, and each reimbursable expense.

2.2 Payment. District shall make payments, based on invoices received and approved, for services satisfactorily performed and for authorized reimbursable costs incurred. District shall have thirty (30) days to pay Contractor from date of Plumas County Flood Control and Water Conservation District payment of invoice to District.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

2.5 Payment upon Termination. In the event that District or Contractor terminates this Agreement pursuant to Section 7 of this Agreement, District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement unless and until written authorization is received from District.

2.7 Travel Expenses. Travel and per diem costs may be eligible for reimbursement.

2.8 Labor Code Compliance. Contractor agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/>

dlse/PWManualCombined.pdf. Contractor affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement.

2.9 Suspension of Payments. This Agreement may be subject to suspension of payments or termination, or both, if the District determines that:

- A. Contractor or its subcontractors have made a false certification; or
- B. Contractor or its subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.

2.10 Maximum Cost to District. Notwithstanding any other provision of this Agreement, in no event shall the cost to District for the services to be provided hereunder exceed the maximum sum of one-hundred and five thousand dollars (\$105,000.00).

SECTION 3. FACILITIES AND EQUIPMENT.

Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS.

4.1 Coverage. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

4.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1 Additional Insured Status. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

4.2.2 Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.3 Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

4.2.4 Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

4.2.5 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. Consultant may carry a 5% retention until Project completion.

4.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

4.4 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

4.4.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

4.4.2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

4.4.3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

4.5 Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's

obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.6 Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.7 Indemnity. Contractor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

4.8 Performance Bond. Contractor shall furnish a performance bond in favor of the District in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

SECTION 5. STATUS OF CONTRACTOR.

5.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, District shall otherwise not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District, and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

5.2 Contractor Not Agent. Except as District may specify in writing or as provided by law, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply

with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatever nature legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from District.

6.5 Nondiscrimination and Equal Opportunity. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

During the performance of this Agreement, Contractor or its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6.6 Drug-Free Workplace Certification. Certification of Compliance: By signing this Agreement, Contractor hereby certifies, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Contractor's policy of maintaining a drug-free workplace,

- iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Agreement:
- i. Will receive a copy of the Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Contractor's condition of employment, contract or subcontract.

6.7 Income Restrictions. Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State or District, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State or District, respectively, under this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. District may cancel this Agreement for any reason upon thirty (30) days' notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Contractor.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the District.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

7.5 Options Upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include but not be limited to the following:

- 7.5.1** Immediate termination of the Agreement;

- 7.5.2 Retention of the plans, reports, documents, and any other work product prepared by Contractor pursuant to this Agreement; and/or
- 7.5.3 Retention of a different Contractor to complete any work described in Exhibit A remaining unfinished by Contractor.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Contractor's Performance. Contractor hereby agrees to promptly and expeditiously deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, certification, permits, approvals, or any other documents, materials, or information, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement to District upon reasonable request or termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District, are the sole property of District, and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

Contractor further agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement shall be made available and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.)

8.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this Agreement. Contractor shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District.

8.4 Confidentiality. All information and records obtained in the course of providing services under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of the services to be performed hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Sierra.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.8 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Contractor's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of District. If Contractor were an employee, agent, appointee, or official of District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, or Public Contract Code sections 10410 and 10411, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 or Public Contract Code sections 10410 and 10411 and, if applicable, will be disqualified from holding public office in the State of California.

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

Individuals working on behalf of Contractor may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

9.9 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.10 Notices.

Any written notice to Contractor shall be sent to:

Stetson Engineers, Inc.
Attn: Stephen Reich
2171 Francisco Blvd., Suite K
San Rafael, CA 94901

Any written notice to District shall be sent to:

Sierra Valley Groundwater Management District
P.O. Box 88
Chilcoot, CA 96105

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DISTRICT

CONTRACTOR

By: _____
Einen Grandi, Chairman

By: _____
Stephen Reich, Principal

APPROVED AS TO FORM:

By: _____
District Counsel

EXHIBIT A
SCOPE OF SERVICES

The scope of services of this Agreement is subject to the Plumas County Flood Control and Water Conservation District Grant Agreement PWFC 24-002 on behalf of the Plumas Watershed Forum (Attachment 1) Exhibit A (Scope of Work) including the following tasks:

- Task 1 – Administration and Management
- Task 2 – Stakeholder Outreach
- Task 3 – Farm Assessments
- Task 7 – Irrigation Efficiency Demonstration, LEPA & LESA Conversions

EXHIBIT B
BUDGET AND BILLING RATE SCHEDULES

The scope of services tasks in EXHIBIT A will be completed for a cost not to exceed \$105,000.00 on a time and materials basis according to the Contractor standard billing rates, attached, and budget line items shown in the below table, by task, subject to the Plumas County Flood Control and Water Conservation District Grant Agreement PWFC 24-002 on behalf of the Plumas Watershed Forum (Attachment 1) Exhibit B (Fee Schedule) for Contractor (Stetson Team):

Task	Equipment Budget Estimate	Professional Services Budget Estimate	Budgeted Estimated Cost	Stetson Team Budget
Task 1 – Administration and Management	--	\$30,000	\$30,000	\$10,000
Task 2 – Stakeholder Outreach	--	\$50,000	\$50,000	\$25,000
Task 3 – Farm Assessments	\$40,000	\$20,000	\$60,000	\$20,000
Task 4 – Preliminary Design and Permitting of MAR Project	\$100,000	\$280,000	\$380,000	--
Task 5 – Construction of MAR Facilities at Little Last Chance Creek	\$350,000	\$120,000	\$470,000	--
Task 6 – MAR Performance and Monitoring	\$10,000	\$50,000	\$60,000	--
Task 7 – Irrigation Efficiency Demonstration, LEPA & LESA Conversions	\$120,000	\$50,000	\$170,000	\$50,000
TOTAL	\$620,000	\$600,000	\$1,220,000	\$105,000

BILLING RATES AND EXPENSES

Hourly rates for Stetson team personnel are below in **Table 1**. A detailed breakdown of Stetson costs and DRI's expenses are provided in the attached Professional Services Fee Schedule.

Table 1 - Hourly Rates for Stetson Team Personnel

<u>Team Member</u>	<u>Hourly Rate</u>
Stephen Reich	\$249.00
Jeff Helsley	\$216.00
Molly Palmer	\$201.00
Joel Barnard	\$129.00
Jim Thomas	\$210.84
Justin Huntington	\$300.22
Jenny Chapman	\$195.91
Steve Bacon	\$184.94
Susie Rybarski	\$142.65
Matt Bromley	\$142.65



Standard Billing Rate Schedule Professional Fees

Principal	\$249.00	Per Hour
Special Project Director	\$249.00	Per Hour
Project Manager, Senior	\$216.00	Per Hour
Supervisor I	\$216.00	Per Hour
Supervising Soil Scientist	\$201.00	Per Hour
Supervisor II	\$201.00	Per Hour
Supervisor III	\$195.00	Per Hour
Senior I	\$173.00	Per Hour
Senior II	\$156.00	Per Hour
Senior III	\$141.00	Per Hour
Construction Manager	\$141.00	Per Hour
Construction Manager / Oversight	\$124.00	Per Hour
Senior Construction Inspector	\$124.00	Per Hour
Senior Field Geologist	\$141.00	Per Hour
Senior Associate	\$135.00	Per Hour
Associate I	\$129.00	Per Hour
Associate II	\$121.00	Per Hour
Associate III	\$116.00	Per Hour
Associate Soil Scientist	\$116.00	Per Hour
Senior Assistant	\$108.00	Per Hour
Assistant I	\$103.00	Per Hour
Assistant II	\$98.00	Per Hour
Assistant Soil Scientist	\$98.00	Per Hour
Assistant III	\$93.00	Per Hour
GIS Manager	\$129.00	Per Hour
GIS Specialist I	\$106.00	Per Hour
GIS Specialist II	\$96.00	Per Hour
Technical Illustrator	\$93.00	Per Hour
AutoCAD Technician	\$93.00	Per Hour
Soil Technician	\$81.00	Per Hour
Aide I	\$75.00	Per Hour
Aide II	\$65.00	Per Hour
Aide III	\$60.00	Per Hour
Project Coordinator I	\$141.00	Per Hour
Project Coordinator II	\$103.00	Per Hour
Project Coordinator III	\$93.00	Per Hour
Contract Management	\$108.00	Per Hour
Administrative I	\$75.00	Per Hour
Administrative II	\$70.00	Per Hour
Administrative III	\$65.00	Per Hour

Effective January 1, 2023

Direct Expense Rates

Expense Description	Billing Rate
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Survey Equipment	\$120.00 / Day

Notes:

- 1) * Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

EXHIBIT C
SCHEDULE

The term of this Agreement is subject to the Plumas County Flood Control and Water Conservation District Grant Agreement PWFC 24-002 on behalf of the Plumas Watershed Forum (Attachment 1) Paragraph 3 “Term” and is January 9, 2024, through December 31, 2026.

ATTACHMENT 1
Plumas County Flood Control and Water Conservation District
Grant Agreement PWFC 24-002
on behalf of the Plumas Watershed Forum
Executed January 9, 2024

Services Agreement

This Agreement is made by and between **Plumas County Flood Control and Water Conservation District** (hereinafter referred to as "District"), and Sierra Valley Groundwater Management District, a Groundwater Sustainability Agency (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the District with services as set forth in Exhibit A, attached hereto, on behalf of the Plumas Watershed Forum, which is composed of the Plumas County Flood Control and Water Conservation District and the California Department of Water Resources.
2. **Funding.** Contractor shall submit invoices to the Flood Control District as work is completed, each of which shall include a progress report identifying specific tasks completed and the related expenditures. If a subcontractor performs any work, District shall issue payments to Contractor and Contractor shall pay the subcontractor. Contractor must obtain District approval in advance to reallocate funds from one budget line-item to another. District shall pay Contractor for work as completed pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by District to Contractor under this Agreement shall not exceed One Million Two Hundred Twenty Thousand Dollars (\$1,220,000).
3. **Term.** The term of this agreement shall be from Execution through December 31, 2026, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party. The District may terminate this agreement at any time without cause upon notice to the Contractor. Contractor shall receive payment for all work completed under this Agreement prior to notice of termination.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the District shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the District shall have the option to either cancel this Agreement with no further liability incurring to the District, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.



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6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), District shall not be liable for, and Contractor shall defend and indemnify District and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability


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coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the District, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "District") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the District, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the District, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the District, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the District, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the District before the District's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by District in writing, Contractor shall furnish a certificate of insurance satisfactory to District as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the District. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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10. Licenses and Permits. Contractor represents and warrants to District that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the District, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, District. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in District. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the District.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

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conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the District, the District may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

District:

Flood Control & Water Conservation District
1834 E Main Street, Quincy, CA 95971
Attention: Rob Thorman

Contractor:

Sierra Valley Groundwater Management District
PO Box 88
Chilcoot, CA 96105
Attention: Jenny Gant

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The District does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the District or to the State Auditor upon the request of either the State Auditor or the District. Contractor agrees to provide reasonable access to records relating to the Project and to maintain such records as may be necessary to document services performed and hours worked. Contractor shall maintain such records for a period of no less than three years following completion of the Project.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
28. Grant Funds Requirements. Public Contracts code must be followed. Department of Industrial Relations requirements must be followed including prevailing wage. Construction drawings must be stamped by a licensed Civil Engineer. Projects are required to comply with CEQA and any required permitting prior to construction. Environmental permitting & CEQA compliance may be a part of the proposal. All projects utilizing other than own forces will be required to conduct formal request for bid

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solicitation. District to hold 5% retention until project final report or other documentation is received and approved.

- 29. Annual Progress Reports and Final Report. Contractor shall provide District with a progress report in electronic form by October 1 of each year during the term of this Agreement, as well as a final report upon completion of the Project. Each report shall include (1) a brief scope of work, including any changes authorized to the original proposal; (2) an assessment of project progress and photographs of any physical work completed; (3) an updated schedule for completion of the project and delivery of any required data, reports, plans, or other items required by this Agreement; and (4) a statement of funds expended and the status of any matching funds. In addition to the foregoing items, the final report shall include an assessment of the effectiveness of the Project in meeting the objectives presented in the Project proposal.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

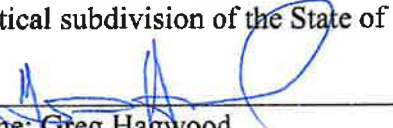
CONTRACTOR:

Sierra Valley Groundwater Management District, a political subdivision of the State of California, and a Groundwater Sustainability Agency

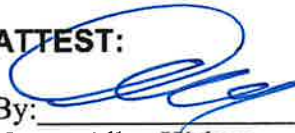
By: 

Name: Eimen Grandi
Title: Chairman
Date signed:

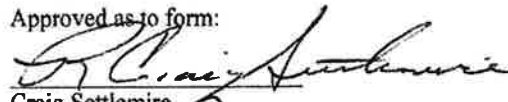
PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a political subdivision of the State of California:

By: 
Name: Greg Hagwood
Title: Chair, Governing Board
Date signed: 1-9-24

ATTEST:

By: 
Name: Allen Hiskey
Title: Clerk of the Board of Directors
Date signed: 1-9-24

Approved as to form:


Craig Settemire
Counsel

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EXHIBIT A

Scope of Work

The project will be conducted according to the following tasks:

Task 1: Administration and Management

The Sierra Valley Groundwater Management District will conduct administration and management tasks for this project in coordination with and in support of efforts by other applicable and affiliated Forum groups.

Deliverables for Task 1 monthly project status reports and invoices. The budget for Task 1 is \$30,000, and will cover this effort throughout the duration of the project.

Task 2: Stakeholder Outreach

An early task in this project will be to reach out to ranchers and property owners in the project area to describe the project and its benefits to agriculture and groundwater resources. This will be done through direct communication with the property owners and will build on existing relationships established through previous work. In addition, with the goal of building additional stakeholder support, the project will be publicized using the SVGMD and County website and a presentation at the SVGMD Board meeting. The proposed project has been previously discussed at Board meetings and is described in the GSP and other publicly available technical reports developed for SVGMD.

Following up on initial outreach, in coordination with the FCWCD and the Forum, the SVGMD will host a meeting with ranchers to establish willingness to participate in a synergistic recharge/irrigation efficiency project. This more focused outreach will be to ranchers in the vicinity of the proposed recharge areas, focusing on the Little Last Chance Creek Recharge Area. The initial meeting will involve sharing information on the proposed recharge sites, as well as discussing design feasibility and the proposed approach to both recharge and irrigation efficiency implementation projects. During the meeting, the SVGMD will describe the mutual economic benefits to both ranchers and Plumas County, as well as seek feedback on components to consider prior to implementation. Ranchers interested in participation will be contacted for a follow-up meeting about project participation in ranch assessments.

After the first year of project implementation, a follow-up workshop for participating ranchers will be held by the SVGMD to share preliminary results and progress of the project, as well as collect feedback and consider next steps for implementation.

At the end of the project period, a final workshop will be held to present results to stakeholders, discuss overall benefits, and discuss possible future projects across the Sierra Valley.

Deliverables for Task 2 will include reports drafted and made publicly available on the County Website after each meeting, for a total of three reports, to summarize the status of the project. The reports will incorporate feedback and suggestions from ranchers and the general public on project implementation. Additionally, a final memo will be drafted at the end of the project to describe the effectiveness of outreach efforts in enhancing the project goals and implementation.



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This final memo will also include copies of all farm assessments conducted across the project region.

The budget for Task 2 is \$50,000 and will span the full period of project implementation.

Task 3: Farm Assessments

Funds will be provided to the UC Cooperative Extension to conduct farm audits for farmers that express interest in participation in this project during the original stakeholder outreach meetings described in Task 2. Each farm audit will entail monitoring and will provide a detailed report for the corresponding farm on ways to improve irrigation efficiency in the future.

Deliverables for Task 3 will be a compilation of all farm audits that will be included in Task 2. The budget for Task 3 is \$60,000.

Task 4: Preliminary Design and Permitting of Managed Aquifer Recharge (MAR) Project

During the first stage of Task 4, the MAR component of this project will require landownership discussions and both access and utilization agreements for stream gages, water conveyance routes, infiltration sites, monitoring well sites, water rights assessment, and legal descriptions. Two stream gages will be installed and will require routine maintenance and operational review throughout the project period. Identifying potential infiltration facilities will require updated hydrogeologic characterizations via numerical flow models, area-specific geophysics, phase I borings to confirm lithologies at prospective locations, and refinement of the numerical flow models to complete a mounding assessment and to assess the efficacy of the proposed work. The next phase of site assessment will require geotechnical investigations, including upper soil profiles for proposed sites, phase 2 borings to the water table to characterize unsaturated zone soils at planned infiltration sites, and small basin flooded infiltration test measurements at planned bottom depths of infiltration basins, galleries or dry wells. Once geotechnical investigations are complete, the Precipitation Runoff Modelling System (PRMS) model will be updated based on preliminary stream gauge data, and 1-yr, 10-yr and 100-yr runoff event flows will be determined. Preliminary design of the MAR infiltration system will be developed sufficient to advance water rights application and CEQA for the project implementation.

The water rights applications will comprise the final phase of Task 4. Initially the SVGMD will pursue a diversion permit through the State Water Board's Streamlined Processing for Standard Groundwater Recharge Rights. This type of permit allows for diversion of streamflow to recharge points between December 1st and March 31st, when flows in the waterbody reach or exceed thresholds that trigger flood controls actions, and when streamflow is above the 90th percentile. Diversions with this permit are limited to 20% of total streamflow, and therefore are not expected to adversely impact fish and wildlife. The SVGMD has completed step one of the streamlined permitting process by confirming eligibility of the project. The next step involves completing an application that describes the project's source, place of use, purpose, point(s) of diversion and quantity of water to be diverted. Upon acceptance of the application (decisions are expected within 30 days of submission), the permit must be environmental reviewed under CEQA and the State Water Board must determine whether both unappropriated water is available for the project and whether the permit is in the public interest. This process involves a short processing period, thereby allowing the SVGMD to begin the diversion and recharge process as soon as possible.

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Once Streamlined Recharge Rights are acquired, the SVGMD will proceed to apply for a 180-Day Temporary Diversion Permit. This process will involve similar steps of environmental review relative to the Standard Streamlined Permit application. The SVGMD will seek input from the Division of Water Rights for consultation on the application prior to submission.

Deliverables for Task 4 will be a report of both MAR design and permitting progress for water diversions and recharge as well as results of numerical model scenarios. The budget for Task 4 is \$380,000.

STATUS OF PROJECT PLANNING

As described below, permits will be obtained, if needed, as part of the recharge project development **Task 4**

- a. NEPA / CEQA complete – CEQA/NEPA has not been completed. It is expected that a CEQA Notice of Exemption (NOE) will be filed. NEPA is not expected to be needed.
- b. Estimated date of completion - Notice of Exemption (NOE) expected within 6 months of project initiation.
- c. NMFS ESA consultation - This project is not expected to have adverse effects on wildlife but the need for consultations with NMFS will be determined and conducted as needed
- d. USFWS ESA consultation - This project is not expected to have adverse effects on wildlife but the need for consultations with USFWS will be determined and conducted as needed
- e. RWQCB/CDFG Permits - A Streamlined or Temporary water right permits to divert water from Little Last Chance Creek for groundwater recharge will be obtained from the State Water Board. In addition, SVGMD will serve as the CEQA lead agency and will work with Sierra County and the State Water Board as needed to issue the CEQA Notice of Exemption (NOE) needed for the temporary water rights permit.
- f. RWQCB/COE 401/404 Fill/Removal Permit Obtained - The need for permits associated with construction (i.e., 401/404 permit) will be determined during project design.
- g. SHPO Concurrence Received - SHPO concurrence has not been obtained but the need for this will be determined during project development.
- h. Project Designs Completed - Project design will be completed as part of Tasks 5 and 6
- i. FEMA/National Flood Insurance Program (NFIP) Compliance - FEMA compliance is not expected to be needed.
- j. Local/Regional Permits and Regulatory Compliance - The need for local/regional permits and regulatory compliance will be determined during project development. Permits from the Plumas County Environmental Health Department may be required.

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Task 5: Construction of MAR Facilities at Little Last Chance Creek

Facilities required for the MAR Project will be constructed, including diversion works, conveyance systems, and infiltrations facilities. Part of this construction will require diversion gaging and water table and vadose zone monitoring at infiltration facilities. Subtasks for Task 5 include completion of the engineering design, securing necessary construction permits, bidding the project to select a contractor, construction with inspection services, and start-up testing and documentation of constructed facilities.

Deliverables for Task 5 include a memo detailing all costs and progress incurred during construction and will include initial monitoring data at infiltration facilities. The budget for Task 5 is \$470,000.

Task 6: MAR Performance and Monitoring

Monitoring of MAR performance will be conducted across two-years, until the end of the grant period. Performance evaluation will include bi-weekly monitoring during the diversion period, likely spanning approximately 4 months from December 1st through March 31st. Monitoring will also include regular quarterly reporting. Task 6 will also require standard minor basin and infrastructure maintenance each year. Groundwater level monitoring will be conducted separately as part of the GSP Monitoring Program.

Monitoring will be optimized to assess the effect of recharge on groundwater retention and storage in the aquifer, as well as the effect of irrigation efficiency on improving upland vegetation management. For the recharge component of this project, initial monitoring will be required during construction of recharge facilities, and will include diversion gaging, as well as water table and vadose zone monitoring at infiltration facilities. Monitoring during implementation of the recharge project will occur at stream gauges both upstream and downstream of the proposed diversion points throughout the study period, and enhanced monitoring will be conducted on a bi-weekly basis during the permitted diversion interval from December 1st through March 31st. Groundwater table elevations will be measured at 2-3 groundwater monitoring sites and all monitoring results for the recharge component of this project will be reported on a quarterly basis.

Deliverables for Task 6 will include a summary of the regular (bi-weekly) monitoring reports. The budget for Task 6 is \$60,000.

Task 7: Irrigation Efficiency Demonstration, LEPA & LESA Conversions

As the first step in the irrigation efficiency component of this project, Task 7 will involve the conversion of conventional MESA systems to LEPA systems and LESA equipment with the flexibility of including multiple options, as described below.

First, collaboration with willing ranchers and 2 volunteer farmers on 2 center pivot fields and 1 additional baseline fields to convert 1 conventional MESA systems to LEPA systems, which release a reduced volume of water closer to crop level in an effort to reduce water loss from evaporation and wind drift and reduce overall energy and pumping required for irrigation. LEPA implementation will require the installation of 5 flow meters at pivot heads and 5 soil moisture systems, to evaluate both pivot water use and soil moisture before and after system conversion.

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In addition to the LEPA demonstration, this project will also convert 2 additional center pivots from the MESA systems to LESA equipment, in order to assess the efficiency of LESA in improving agricultural irrigation relative to one baseline field. LESA applies water more uniformly than LEPA (Peters et al., 2016)¹, and may have different benefits or drawbacks that will be assessed for the northeast region of the Sierra Valley. LESA demonstration will require 1 to 2 volunteer farms, and installation of 2 LESA systems, 3 flow meters and 3 soil moisture systems.

Monitoring will involve flow meter monitoring at pivot heads, and monitoring of soil moisture before and after system conversion using soil moisture systems. Combined, flow meters will provide information on water use during the study interval, and soil moisture monitoring will allow for comparison of moisture content and retention using LEPA and LESA systems relative to conventional MESA systems.

Deliverables for Task 7 will include a compilation of monitoring data, before and after LEPA and LESA conversions, for the annual irrigation report detailed in Task 2. The budget for Task 7 is \$170,000, based on the cost for 1 LEPA conversions and 1 LESA conversion.

¹ Peters, T., Neibling, H., Stroh, R., Molaci, B., and Mehanna, H., 2016, Low Energy Precision Application (LEPA) and Low Elevation Spray Application (LESA) Trials in the Pacific Northwest, p. 3.

<http://irrigation.wsu.edu/Content/Fact-Sheets/LEPA-LESA.pdf>

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EXHIBIT B

Fee Schedule

Task	Equipment Budget Estimate	Professional Services Budget Estimate	Budgeted Estimated Cost	Estimated Schedule
Task 1 – Administration and Management	--	\$30,000	\$30,000	Ongoing
Task 2 – Stakeholder Outreach	--	\$50,000	\$50,000	Ongoing
Task 3 – Farm Assessments	\$40,000	\$20,000	\$60,000	2024
Task 4 – Preliminary Design and Permitting of MAR Project	\$100,000	\$280,000	\$380,000	2024-2025
Task 5 – Construction of MAR Facilities at Little Last Chance Creek	\$350,000	\$120,000	\$470,000	2025
Task 6 – MAR Performance and Monitoring	\$10,000	\$50,000	\$60,000	2025-2026
Task 7 – Irrigation Efficiency Demonstration, LEPA & LESA Conversions	\$120,000	\$50,000	\$170,000	2024
TOTAL	\$620,000	\$600,000	\$1,220,000	2024-2026

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